

**COACH DIRECT
TERMS OF PURCHASE OF SERVICES**

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms the following expressions will have the following meanings unless inconsistent with this context:

“Coach Direct” means Coach Direct, the details of which are given overleaf.

“Contract” any contract between Coach Direct and the Provider for the supply of the Services formed in accordance with clause 2.

“Order” means any booking confirmation or purchase order (whichever is the later) of Coach Direct for the Services which shall be deemed to incorporate these Terms.

“Provider” the person(s), firm or company from whom Coach Direct orders the Services.

“Services” the provision of coach and driver services and any further services which Coach Direct receives from the Provider under a Contract.

“Terms” the standard terms and conditions of purchase set out in this document together with any special terms agreed in writing between the Provider and Coach Direct.

1.2 The headings in these Terms are for convenience only and will not affect their construction or interpretation.

2. FORMATION

2.1 Subject to any variation under clause 2.4, the Contract will be upon these Terms to the exclusion of all other terms and conditions and all previous oral or written representations, including any terms or conditions which the Provider purports to apply under any acknowledgement or confirmation of order, quotation, invoice or similar document, whether or not such document is referred to in the Contract.

2.2 Each quotation for the Services from the Provider will be deemed to be an offer by the Provider to sell the Services upon these Terms. The Contract is only formed when an Order is made by Coach Direct to the Provider in writing.

2.3 The Provider may not cancel the Contract without the prior written consent of Coach Direct which shall not be unreasonably withheld. Coach Direct is entitled to cancel the Contract in whole or in part by giving written notice to the Provider at any time prior to performance of the Services in which event Coach Direct's sole liability will be to pay to the Provider fair and reasonable compensation for any reasonable costs incurred at the time of cancellation but such compensation will not include loss of profits or any indirect or consequential loss.

2.4 Save as set out in the Contract, these Terms may only be varied or amended in writing and signed by an authorised signatory of Coach Direct.

3. SERVICES

3.1 The description of the Services will be as set out in the Order and/or in any applicable requirements specified by Coach Direct to the Provider with or before the Order. Where the Provider considers any terms of the Order require clarification, it will contact Coach Direct prior to the Order and such terms shall be clarified in the Order.

3.2 The Provider will comply with all applicable standards, regulations, licensing requirements and/or other legal requirements and all quality standards of Coach Direct concerning the provision of the Services.

3.3 Coach Direct will have the right to inspect and test the vehicles to be used for the Services at any time prior to performance. The Provider will not unreasonably refuse any request by Coach Direct to carry out such inspection and testing and will provide Coach Direct with all facilities reasonably required.

3.4 Coach Direct may at any time prior to performance of the Services make changes in writing relating to the Order, including but not limited to changes in timing, size of vehicle and location of the provision of the Services. If such changes result in an increase in cost of the Contract, any adjustment to the price for the Services must be approved by Coach Direct in writing before the Provider proceeds with such changes.

3.5 The Services will be provided on the date and at the times and locations specified in the Order. Time for performance will be of the essence.

3.6 The Provider will ensure that Coach Direct is supplied with all safety instructions and other information as may be necessary for performance of the Services at the latest 14 days prior to performance of the Services, or, where the Contract is made less than 14 days prior to performance, as soon as the Contract is made. Coach Direct will, provided it receives such information in the specified timescale, notify its customers of such requirements and information.

4. PRICE

4.1 The price for the Services will be the price stated in the Order and, unless otherwise stated in that Order or provided for elsewhere in this Agreement, will be:

4.1.1 inclusive of all charges including, but not limited to, insurance, tolls, parking charges, permits and any duties, levies or taxes; and

4.1.2 fixed for the duration of the Contract.

4.2 No variation in the price for the Services nor extra charges can be made (whether on account of increased labour, fuel or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of Coach Direct.

5. PAYMENT

5.1 Unless agreed otherwise in writing, the Provider may invoice Coach Direct for the Services on or at any time after performance commences. Each invoice must be a proper VAT invoice and quote the number of the Order. Payment is due in sterling within 28 days of receipt by Coach Direct of such invoice.

6. WARRANTY AND INDEMNITY

6.1 The Provider warrants, represents and undertakes to Coach Direct that the Services:

6.1.1 will comply with all statutory requirements, regulations and voluntary codes of conduct relating to the Services and their sale, supply and performance, including but not limited to the roadworthiness of any vehicle used in the provision of the Services and in relation to all applicable licences, documentation and certificates;

6.1.2 will correspond in every respect with any timescales and vehicle specification set out in the Order and any quality standards specified by Coach Direct;

6.1.3 will be carried out so as to be safe and without risk to the safety of passengers including but not limited in respect to the provision of suitable breakdown recovery services;

6.1.4 will be performed by appropriately qualified, trained and experienced personnel with a high standard of skill, care and diligence and in accordance with the Contract.

6.2 Without prejudice to any other rights or remedies of Coach Direct (whether express or implied), if the Provider breaches any terms of the Contract (including, without limitation, a failure or delay in performing the Services) or Coach Direct terminates the Contract in accordance with clause 7.1, then Coach Direct may (but will not be obliged to):

6.2.1 cancel any or all Services to be provided if the Contract has not already been terminated;

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- 6.2.2 refuse to accept any subsequent performance of the Services which the Provider attempts to make;
- 6.2.3 recover from the Provider any expenditure reasonably incurred by Coach Direct in obtaining the Services in substitution from another supplier;
- 6.2.4 claim damages for any additional costs, loss or expenses incurred by Coach Direct which are in any way attributable to the Provider's breach of the Contract or failure to perform the Services on the due date and at the due times and location or at all.
- 6.3 Coach Direct does not exclude its liability (if any) to the Provider:
- 6.3.1 for breach of Coach Direct's obligations arising under relevant legislation;
- 6.3.2 for personal injury or death resulting from Coach Direct's negligence;
- 6.3.3 for fraud;
- 6.3.4 for any matter which it would be illegal for Coach Direct to exclude or to attempt to exclude its liability.
- 6.4 Except as provided in Clause 6.3, Coach Direct will be under no liability to the Provider whatsoever for any damage or for any direct, indirect or consequential loss (all three of which terms include, but are not limited to, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with any breach by Coach Direct of any of the express or implied terms of the Agreement.
- 6.5 Except as set out in Clause 6.3, Coach Direct hereby excludes to the fullest extent permissible in law, all express (other than those set out in the Agreement) or implied, statutory, customary clauses, warranties and stipulations or otherwise which, but for such exclusion, would or might subsist in favour of the Provider.
- 6.6 The Provider will indemnify, keep indemnified and hold harmless Coach Direct from and against all costs; expenses; liabilities; injuries; direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss); damages; claims; demands; proceedings or legal costs (on a full indemnity basis) and judgements which Coach Direct incurs or suffers as a consequence of a direct or indirect breach or negligent performance by the Provider or failure or delay in performance by the Provider of any warranty given under clause 6.1.
- 6.7 The Provider acknowledges that the above provisions of this clause 6 are reasonable and reflected in the price for the Services and the Provider will accept such risk and/or insure accordingly.

7. TERMINATION

Coach Direct may by written notice served on the Provider terminate the Contract immediately if the Provider:

- 7.1 is in breach of any warranty given under any part of clause 6.1 or is a failure to perform any Services on the due date and at the due times and location; or
- 7.2 is in breach of any term of the Contract, and where such breach is capable of remedy, the Provider fails to remedy such breach within 3 days' service of a written notice from Coach Direct, specifying the breach and requiring it to be remedied; or
- 7.3 in the case of a default, neglect or failure of a breach of any term of the Contract which has occurred more than twice in any two month period; or
- 7.4 becomes bankrupt, insolvent, makes any composition with its creditors, has a receiver appointed under the Mental Health Act 1983 or dies; or

- 7.5 ceases to trade or appears in the reasonable opinion of Coach Direct likely or is threatening to cease to trade.

8. GENERAL

- 8.1 Time for performance of all obligations of the Provider under the Contract is of the essence.
- 8.2 No action taken by the parties pursuant to this Agreement will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent, or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.
- 8.3 If any condition or part of the Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Contract and will be ineffective without, as far as is possible, modifying any other provision or part of the Contract and this will not affect any other provisions of the Contract which will remain in full force and effect.
- 8.4 No failure or delay by Coach Direct to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 8.5 The Contract is personal to the Provider who may not assign, delegate, license or sub-contract all or any of its rights or obligations under the Contract without the prior written consent of Coach Direct. Coach Direct may assign, delegate, license or sub-contract all or any of its obligations under the Contract without the consent of the Provider and without notice being given to the Provider.
- 8.6 The parties to the Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it with the exception of any licensor of Coach Direct which shall be entitled to enforce any term of the Contract.
- 8.7 The Contract contains all the terms which Coach Direct and the Provider have agreed in relation to the Services and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such Services. The Provider acknowledges that it has not relied upon any warranty, representation, statement or understanding made or given by or on behalf of Coach Direct which is not set out in the Contract.

9. JURISDICTION

The formation, existence, construction, performance, validity and all aspects whatsoever of the Contract or of any term of the Contract will be governed by English law. The English Courts will have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Contract. The parties agree to submit to that jurisdiction.